APPENDIX DSL
(Including Line Sharing or HFPL)

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APPENDIX DSL
Digital Subscriber Line (DSL) Capable Loops

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for providing DSL and the High Frequency Portion of the Loop (HFPL) by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC).

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 As used herein, **AMERITECH-WISCONSIN** means the applicable above listed ILEC doing business in Wisconsin.

1.4 The prices at which **AMERITECH-WISCONSIN** agrees to provide CLEC with DSL and HFPL are contained in the applicable Appendix and/or the applicable Commission ordered tariff where stated.

1.5 Intentionally Omitted.

1.6 **AMERITECH-WISCONSIN** agrees to provide CLEC with access to UNEs (including the unbundled xDSL Capable Loop and HFPL offerings) in accordance with the rates, terms and conditions set forth in this xDSL Attachment and the general terms and conditions applicable to UNEs under this Agreement, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.

2. DEFINITIONS

2.1 For purposes of this Appendix, a "loop" is defined as a transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises.

2.2 For purposes of this Appendix, a "subloop" is defined as any portion of the loop from **AMERITECH-WISCONSIN**'s F1/F2 interface to the demarcation point at the customer premise that can be accessed at a terminal in **AMERITECH-**

WISCONSIN's outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice closure to reach the wire within. The Parties recognize that this is only one form of subloop (defined as the F1/F2 interface to the customer premise) as set forth in the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999) ("the UNE Remand Order"). Additional subloop types may be negotiated and agreed to by the Parties consistent with the UNE Remand Order. Subloops discussed in this Appendix will be effective in accordance with the dates set out in the UNE Remand Order.

2.3 The term "Digital Subscriber Line" ("DSL") describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).

2.4 "High Frequency Portion of the Loop" ("HFPL") is defined as the frequency above the voice band on a copper loop facility that is being used to carry traditional POTS analog circuit-switched voice band transmissions. The FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999) (the "Line Sharing Order") references the voice band frequency of the spectrum as 300 to 3000 Hertz (and possibly up to 3400 Hertz) and provides that DSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission. **AMERITECH-WISCONSIN** shall only make the HFPL available to CLEC in those instances where **AMERITECH-WISCONSIN** also is providing retail POTS (voice band circuit switched) service on the same local loop facility to the same end user.

2.5 A loop technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by another carrier in any state without significantly degrading the performance of other services, or has been approved by the FCC, any state commission, or an industry standards body.

2.6 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under Section 2.5 of this Appendix.

2.7 "Continuity" shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of Interface (POI) located on the horizontal side of the Main Distribution Frame (MDF).

2.8 "Proof of Continuity" shall be determined by performing a physical fault test from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. This test will be known hereafter as "Proof of Continuity" or "Continuity Test."

2.9 "xDSL Capable Loop" is a loop that a CLEC may use to deploy xDSL technologies.

2.10 "Acceptance Testing" shall be defined as the joint testing for xDSL loops between **AMERITECH-WISCONSIN**'s Technician, its Local Operations Center ("LOC"), and the CLECs designated test representative for the purpose of verifying Continuity as more specifically described in Section 8.

2.11 "Line Share Turn-Up Test" shall be defined as the testing for HFPL by **AMERITECH-WISCONSIN** as more specifically described in Section 8.

2.12 Plan of Record for Pre-Ordering and Ordering of xDSL and other Advanced Services ("Plan of Record" or "POR") refers to **AMERITECH-WISCONSIN**'s December 7, 1999 filing with the FCC, including any subsequent modifications or additions to such filing.

2.13 The "Splitter" is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the Digital Subscriber Line Access Multiplexer (DSLAM) equipment or may be externally mounted.

2.14 Digital Subscriber Line Access Multiplexer" ("DSLAM") is a piece of equipment that links end-user DSL connections to a single high-speed packet switch, typically ATM or IP.

3. GENERAL TERMS AND CONDITIONS RELATING TO UNBUNDLED xDSL-CAPABLE LOOPS

3.1 Unless otherwise noted, all references to "loop" in Sections 3.1 - 3.8 includes **AMERITECH-WISCONSIN**'s HFPL offering unless otherwise noted.

3.2 **AMERITECH-WISCONSIN** will provide a loop for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technology as defined in this Appendix. **AMERITECH-WISCONSIN** will not impose limitations on the transmission speeds of xDSL services; provided, however, **AMERITECH-WISCONSIN** does not guarantee transmission speeds, available bandwidth nor imply any service level. Consistent with the Line Sharing Order,

CLEC may only deploy xDSL technologies on HFPL loops that do not cause significant degradation with analog voice band transmission.

3.3 **AMERITECH-WISCONSIN** shall not deny CLEC's request to deploy any loop technology that is presumed acceptable for deployment pursuant to state or federal rules unless **AMERITECH-WISCONSIN** has demonstrated to the state commissions in accordance with FCC orders that CLEC's deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services.

3.4 In the event the CLEC wishes to introduce a technology that does not conform to existing industry standards and has not been approved by an industry standards body, the FCC, or a state commission, the burden is on the CLEC to demonstrate that its proposed deployment meets the threshold for a presumption of acceptablity and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.

3.5 In the event the CLEC wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, the CLEC will submit to **AMERITECH-WISCONSIN** the following information as required by paragraph 204 of the Third Report And Order In CC Docket No. 98-147 And Fourth Report And Order In CC Docket No. 96-98, Adopted: November 18, 1999, Released: December 9, 1999.

3.5.1 Where the requesting carrier asserts that the technology it seeks to deploy fits within a generic power spectral density (PSD) mask, it also must provide Spectrum Class information for the technology.

3.5.2 Where a requesting carrier relies on a calculation-based approach to support deployment of a particular technology, it must provide the incumbent LEC with information on the speed and power at which the signal will be transmitted.

3.5.3 The documentation should also include the date of approval or deployment, any limitations included in its deployment, and a statement that to CLEC's knowledge the deployment did not significantly degrade the performance of other services.

3.6 Liability

3.6.1 Notwithstanding any other provision of this Appendix, each Party, whether CLEC or **AMERITECH-WISCONSIN**, agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on **AMERITECH-WISCONSIN** facilities, the Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's

("Indemnitee") facilities. Notwithstanding any other provision of this Appendix, each Party ("Indemnifying Party") shall release, defend and indemnify the other Party ("Indemnitee") and hold Indemnitee harmless against any loss, or claim made by the Indemnifying Party's end-user, arising out of the negligence or willful misconduct of the Indemnitee, its agents, its end users, contractors, or others retained by such Party, in connection with Indemnitee's provision of splitter functionality under this Appendix.

3.6.2 In the event of interference or impairment of the quality of service between services or facilities of CLEC and **AMERITECH-WISCONSIN** the parties agree to the following:

3.6.2.1 The party that first becomes aware of the interference will provide notice to the other party as soon as possible.

3.6.2.2 The parties will work cooperatively to determine the source of the interference and to implement mutually agreeable solutions that provide for the minimum negative impact to either party's products and services. However, CLEC acknowledges that multiple carriers connect to **AMERITECH-WISCONSIN's** network and in some instances the solution that minimizes the impact to the greatest number of carriers and end users may require that a facility, product, or service of CLEC be temporarily disconnected until the interference can be corrected.

3.6.2.3 If the parties are unable to agree upon a solution, either party may invoke the dispute resolution provisions of the Agreement, provided that a party may apply for injunctive relief immediately if such is required to prevent irreparable harm.

4. UNBUNDLED xDSL-CAPABLE LOOP OFFERINGS

4.1 DSL-Capable Loops: For each of the loop types described in Sections 4.1.1 - 4.1.4 below, CLEC will, at the of ordering, notify **AMERITECH-WISCONSIN** as to the Power Spectral Density (PSD) mask of the technology the CLEC will deploy.

4.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop for purposes of this section, is a copper loop over which a CLEC may provision various DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However removal of load coils, repeaters or excessive bridged tap on an existing loop is optional, subject to conditioning charges, and will be performed at CLEC's request. The rates set forth in Appendix Pricing shall apply to this 2-Wire xDSL Loop.

4.1.2 2-Wire Digital Loop (e.g., ISDN/IDSL): A 2-Wire Digital Loop for purposes of this Section is 160 Kbps and supports Basic Rate ISDN (BRI) digital exchange services. The terms and conditions for the 2-Wire Digital Loop are set forth in the Appendix UNE and the rates in the associated Appendix Pricing.

4.1.3 4-Wire xDSL Loop: A 4-Wire xDSL loop for purposes of this section, is a copper loop over which a CLEC may provision DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However removal of load coils, repeaters or excessive bridged tap on an existing loop is optional and will be performed at CLEC's request. The rates set forth in Appendix Pricing shall apply to this 4-Wire xDSL Loop.

4.1.4 Sub-Loop: In locations where **AMERITECH-WISCONSIN** has deployed: (1) Digital Loop Carrier systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) Digital Added Main Line ("DAML") technology to derive multiple voice-grade POTS circuits from a single copper pair; or (3) entirely fiber optic facilities to the end user, **AMERITECH-WISCONSIN** will make the following options available to CLEC:

4.1.4.1 Where spare copper facilities are available, and the facilities meet the necessary technical requirements for the provisioning of DSL, the CLEC has the option of requesting **AMERITECH-WISCONSIN** to make copper facilities available (subject to Section 4.6 below).

4.1.4.2 The CLEC has the option of collocating a DSLAM in **AMERITECH-WISCONSIN**'s Remote Terminal ("RT") at the fiber/copper interface point, pursuant to collocation terms and conditions. When the CLEC collocates its DSLAM at **AMERITECH-WISCONSIN** RTs, **AMERITECH-WISCONSIN** will provide CLEC with unbundled access to subloops to allow CLEC to access the copper wire portion of the loop.

4.1.4.3 Where the CLEC is unable to obtain spare copper loops necessary to provision a DSL service, and **AMERITECH-WISCONSIN** has placed a DSLAM in the RT, **AMERITECH-WISCONSIN** must unbundle and provide access to its packet switching. **AMERITECH-WISCONSIN** is relieved of this unbundling obligation only if it permits a requesting CLEC to collocate its

DSLAM in **AMERITECH-WISCONSIN**'s remote terminal, on the same terms and conditions that apply to its own DSLAM. The rates set forth in Appendix PRICING shall apply to this subloop.

4.1.5 When **AMERITECH-WISCONSIN** is the provider of the retail POTS analog voice service on the same loop to the same end-user, HFPL access will be offered on loops that meet the loop requirements as defined in Sections 4.1.1-4.1.4 above. The CLEC will provide **AMERITECH-WISCONSIN** with the type of technology it seeks to deploy, at the time of ordering, including the PSD of the technology the CLEC will deploy. If the technology does not have a PSD mask, CLEC shall provide **AMERITECH-WISCONSIN** with a technical description of the technology (including power mask) for inventory purposes.

4.1.5.1 xDSL technologies may only reside in the HFPL, preserving a "buffer zone" to ensure the integrity of voice band traffic.

4.2 When **AMERITECH-WISCONSIN** traditional retail POTS services are disconnected, **AMERITECH-WISCONSIN** will notify the CLEC that POTS service is being disconnected. The CLEC will determine whether the broadband service will be converted from a Line Sharing Circuit, or HFPL, to a full stand alone UNE loop or disconnected. All appropriate recurring and nonrecurring charges for the rearrangement and/or disconnect shall apply pursuant to underlying Pricing Appendix. Upon request of either Party, the Parties shall meet to negotiate rates, terms and conditions for such notification and disconnection.

4.3 **AMERITECH-WISCONSIN** shall be under no obligation to provide multi-carrier or multi-service line sharing arrangements as referenced in FCC 99-35, paragraph 75.

4.4 HFPL is not available in conjunction with a combination of network elements known as the platform or UNE-P (including loop and switch port combinations) or unbundled local switching or any arrangement where **AMERITECH-WISCONSIN** is not the retail POTS provider.

4.5 **AMERITECH-WISCONSIN** will provide line splitters for both line splitting and line sharing, as determined in the interconnection agreement approved by the Commission in the AT&T/Ameritech arbitration, Docket 05-MA-120 (Arbitration Award at 73-83), subject to its rights to seek appropriate review of the Commission's final determination. In the event the line sharing/line splitting provisions in the AT&T/Ameritech arbitration are modified by further Commission or judicial proceedings, the affected provision shall be immediately invalidated, modified or stayed consistent with the action of such Commission or judicial proceedings upon the written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the

interpretation of the actions required or provisions affected by such governmental actions shall be pursuant to the dispute resolution process provided for in this Agreement. The Parties agree and acknowledge that this section is entered into pursuant to the results of the AT&T/Ameritech arbitration and as a result does not qualify for portability under Paragragh 43 of the SBC/Ameritech Merger conditions, approved by the FCC in its *Memorandum Opinion and Order*, CC Docket 98-141, rel. (October 8, 1999).

4.6 Where facilities require modifications they will be handled under the facilities modification process in Accessible Letter CLEC AM00-153, and the modifications thereto as reflected in issues A/F of the Interlocutory Order issued by the PSCW on December 15, 2000 in Docket 6720-TI-160, or the properly implemented successor thereto. **AMERITECH-WISCONSIN** shall be under no obligation to provide HFPL where **AMERITECH-WISCONSIN** is not the existing retail provider of the traditional, analog voice service (POTS). This shall not apply where physical facilities exist, but conditioning is required. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL or HFPL service to be provided, and determine whether and what type of conditioning should be performed. CLEC shall pay **AMERITECH-WISCONSIN** for conditioning performed at CLEC's request pursuant to Sections 7.1 and 7.2 below.

4.7 **AMERITECH-WISCONSIN** will not deny a requesting CLEC's right to deploy non-standard xDSL-based technology that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if the requesting CLEC can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.

4.7.1 Upon request by CLEC, **AMERITECH-WISCONSIN** will cooperate in the testing and deployment of non-standard xDSL-based technology or may direct the CLEC, at CLEC's expense, to a third party laboratory of CLEC's choice for such evaluation.

4.7.2 If it is demonstrated that the non-standard xDSL based technology will not significantly degrade the other advanced services or traditional voice based services, **AMERITECH-WISCONSIN** will provide a loop to support the new technology for CLEC as follows:

4.7.2.1 If the technology requires the use of a 2-Wire or a 4-Wire xDSL loop (as defined above), then **AMERITECH-WISCONSIN** will provide an xDSL loop at the same rates listed for a 2-Wire or 4-Wire xDSL loop and associated loop conditioning as needed;

provided, however, conditioning on HFPL DSL circuits shall be provided consistent with the terms of Section 6.4.4 below.

4.7.2.2 In the event that a xDSL technology requires a loop type that differs from that of a 2-Wire or 4-Wire xDSL loop (as defined in this Attachment), the Parties make a good faith effort to arrive at an Agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology shall be resolved pursuant to the dispute resolution process provided for in this Appendix.

4.7.2.3 With the exception of HFPL access, which is addressed in Section 9 below, if CLEC, **AMERITECH-WISCONSIN** or another CLEC claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then the party making the claim must notify the causing carrier and allow that carrier a reasonable opportunity to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that CLEC, **AMERITECH-WISCONSIN** or another CLEC demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the carrier deploying the technology shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of such services.

4.7.3 Each Party must abide by Commission or FCC-approved spectrum management standards. **AMERITECH-WISCONSIN** will not impose its own standards for provisioning xDSL services. However, **AMERITECH-WISCONSIN** will publish non-binding Technical Publications to communicate current standards and their application as set forth in Paragraph 72 of FCC Order 99-48 (rel. March 31, 1999), FCC Docket 98-147.

5. HFPL: SPLITTER OWNERSHIP AND RESPONSIBILITIES

5.1 Splitter ownership:

5.1.1 Option 1: CLEC will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters. When physically collocating, splitters shall be installed in the CLEC's collocation arrangement area (whether caged or cageless) consistent with **AMERITECH-**

WISCONSIN's standard collocation practices and procedure. When virtually collocated, **AMERITECH-WISCONSIN** will install, provision and maintain splitters under the terms of virtual collocation.

5.1.2 Option 2: Without waiving its right to decline to provide splitters under any other prices, terms, and conditions, **AMERITECH-WISCONSIN** voluntarily agrees to own, purchase, install, inventory, provision, maintain and lease splitters in accordance with the terms set forth herein. **AMERITECH-WISCONSIN** will determine where such **AMERITECH-WISCONSIN**-owned splitters will be located in each central office. **AMERITECH-WISCONSIN** owned splitters will be placed in a common area accessible to CLECs if space is available. When placed in common areas accessible to CLECs, CLECs will have test access at the line side of the splitter. Upon CLEC's request, **AMERITECH-WISCONSIN** will perform testing and repair at the **AMERITECH-WISCONSIN**-owned splitter on behalf of CLEC. In the event that no trouble is found at the time of testing by **AMERITECH-WISCONSIN**, CLEC shall pay **AMERITECH-WISCONSIN** for such testing at the rates set forth in the interconnection agreement with the parties. CLEC will not be permitted direct physical access to the MDF or the IDF, for testing. Upon the request of either Party, the Parties shall meet to negotiate terms for additional test access capabilities.

5.1.2.1 **AMERITECH- WISCONSIN** will agree to lease such splitters a line at a time subject to the following terms and conditions:

5.1.2.1.1 Forecasts: CLEC will provide **AMERITECH-WISCONSIN** with a forecast of its demand for each central office prior to submitting its first LSR for that individual office and then every January and July thereafter (or as otherwise agreed to by both parties). CLEC's failure to submit a forecast for a given office may affect provisioning intervals. In the event CLEC fails to submit a forecast in a central office which does not have available splitter ports, **AMERITECH-WISCONSIN** shall have an additional ten (10) business days to install CLEC's line sharing order after such time as the additional splitter equipment is installed in the **AMERITECH-WISCONSIN** central office. For requests for **AMERITECH-WISCONSIN** provided splitters in offices not provisioned in the initial deployment, all such requests, including forecasts, must be made in the CLECs Collocation Application. Installation intervals will be consistent with the collocation intervals for the applicable state.

5.1.2.1.2 Forecasts will be non-binding on both ILECs and CLECs. As such, **AMERITECH-WISCONSIN** will not face liability from failure to provision facilities if the cause is simply its reliance on non-binding forecasts.

5.1.2.2 Splitter provisioning will use standard **AMERITECH-WISCONSIN** configuration cabling and wiring in **AMERITECH-WISCONSIN** locations. Connecting Block layouts will reflect standard recognizable arrangements and will be wired out in contiguous 100 pair complements, and numbered 1-100. All arrangements must be consistent with **AMERITECH-WISCONSIN**'s Operational Support Systems ("OSS").

5.1.2.3 Splitter technology will adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.

5.1.2.4 All **AMERITECH-WISCONSIN**-owned splitter equipment will be compliant with applicable national standards and NEBS Level 1.

5.1.2.5 When an end-user disconnects **AMERITECH-WISCONSIN**'s POTS service, **AMERITECH-WISCONSIN** will advise the end user to also notify their data CLEC. **AMERITECH-WISCONSIN** will also notify the CLEC of the disconnect and will reconfigure the loop to remove the splitter in order to conserve the splitter ports for future line sharing orders. CLEC shall pay a nonrecurring charge for any such reconfiguration. The loop reconfiguration will result in temporary downtime of the loop as the splitter is removed from the circuit. Upon request of either Party, the Parties shall meet to negotiate terms for such notification and disconnection.

5.1.2.6 **AMERITECH-WISCONSIN** retains the sole right to select **AMERITECH-WISCONSIN**-owned splitter equipment and installation vendors.

5.2 When physically collocated and choosing Option 1 above, splitters will be placed in traditional collocation areas as outlined in the physical collocation terms and conditions in this Appendix or applicable Commission-ordered tariff. In this arrangement, the CLEC will have test access to the line side of the splitter when the splitter is placed in an area commonly accessible by CLECs. It is recommended that the CLEC provision splitter cards that provide test port capabilities. When virtually collocated, **AMERITECH-WISCONSIN** will install the splitter in an **AMERITECH-WISCONSIN** bay and **AMERITECH-WISCONSIN** will access

the splitter on behalf of the CLEC for line continuity tests. Additional testing capabilities (including remote testing) may be negotiated by the Parties.

5.3 Splitter provisioning will use standard **AMERITECH-WISCONSIN** configuration cabling and wiring in **AMERITECH-WISCONSIN** locations. In situations where the CLEC owns the splitter, the splitter dataport and DSLAM will be hardwired to each other. Connecting Block layouts will reflect standard recognizable arrangements that will work with **AMERITECH-WISCONSIN** Operations Support Systems ("OSS").

5.4 Splitter technology needs to adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.

5.5 All splitter equipment must be compliant with applicable national standards and NEBS Level 1.

6. OPERATIONAL SUPPORT SYSTEMS: LOOP MAKEUP INFORMATION AND ORDERING

6.1 General: **AMERITECH-WISCONSIN** will provide CLEC with nondiscriminatory access by electronic or manual means, to its loop makeup information set forth in **AMERITECH-WISCONSIN**'s Plan of Record. In the interim, loop makeup data will be provided as set forth below. In accordance with the FCC's UNE Remand Order, CLEC will be given nondiscriminatory access to the same loop makeup information that **AMERITECH-WISCONSIN** is providing any other CLEC and/or **AMERITECH-WISCONSIN**'s retail operations or its advanced services affiliate.

6.1.1 SBC will provide access to its new DSL Tracking Inquiry Tool (DTI) and Distribution Area (DA) information from its internal network systems. The combination of these two tools provide the CLECs with the ability to identify, within a smaller geographic area in a wire center, where loops are served by integrated loop carrier or universal loop carrier.

6.2 Loop Pre-Qualification: Subject to 6.1 above, **AMERITECH-WISCONSIN**'s pre-qualification will provide a near real time response to CLEC queries. Until replaced with OSS access as provided in 6.1, **AMERITECH-WISCONSIN** will provide mechanized access to a loop length indicator via Verigate and DataGate in regions where Verigate/DataGate are generally available for use with xDSL-based, HFPL, or other advanced services. The loop length is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to the CLEC and is available at no charge.

6.3 Loop Qualification: Subject to 6.1 above, **AMERITECH-WISCONSIN** will develop and deploy enhancements to its existing DataGate and EDI interfaces that will allow CLECs, as well as **AMERITECH-WISCONSIN**'s retail operations or its advanced services affiliate, to have near real time electronic access as a preordering function to the loop makeup information. As more particularly described below, this loop makeup information will be categorized by three separate pricing elements: mechanized, manual, and detailed manual.

6.3.1 Mechanized loop qualification includes data that is available electronically and provided via an electronic system. Electronic access to loop makeup data through the OSS enhancements described in 6.1 above will return information in all fields described in **AMERITECH-WISCONSIN's** Plan of Record when such information is contained in **AMERITECH-WISCONSIN**'s electronic databases. CLEC will be billed a mechanized loop qualification charge for each xDSL capable loop order submitted at the rates set forth in Appendix Pricing.

6.3.2 Manual loop qualification requires the manual look-up of data that is not contained in an electronic database. Manual loop makeup data includes the following: (a) the actual loop length; (b) the length by gauge; (c) the presence of repeaters, load coils, bridged taps; and shall include, if noted on the individual loop record, (d) the total length of bridged taps; (e) the presence of pair gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. CLEC will be billed a manual loop qualification charge for each manual loop qualification requested at the rates set forth in Appendix Pricing.

6.3.3 Detailed manual loop qualification includes all fields as described in **AMERITECH-WISCONSIN**'s Plan of Record, including the fields described in fields 6.3.2 above. CLEC will be billed a detailed manual loop qualification charge for each detailed manual loop qualification requested at the rates set forth in Appendix Pricing.

6.4 All three categories of loop qualification are subject to the following:

6.4.1 If load coils, repeaters or excessive bridged tap are present on a loop less than 12,000 feet in length, conditioning to remove these elements will be performed without request and at no charge to the CLEC.

6.4.2 If a CLEC elects to have **AMERITECH-WISCONSIN** provide loop makeup through a manual process for information not available electronically, then the loop qualification interval will be 3-5 business days, or the interval provided to **AMERITECH-WISCONSIN**'s affiliate, whichever is less.

6.4.3 If the results of the loop qualification indicate that conditioning is available, CLEC may request that **AMERITECH-WISCONSIN** perform conditioning at charges set forth in Appendix Pricing. The CLEC may order the loop without conditioning or with partial conditioning if desired.

6.4.4 For HFPL, if CLEC's requested conditioning will degrade the customer's analog voice service, **AMERITECH-WISCONSIN** is not required to condition the loop. However, should **AMERITECH-WISCONSIN** refuse the CLEC's request to condition a loop, **AMERITECH- WISCONSIN** will make an affirmative showing to the relevant state commission that conditioning the specific loop in question will significantly degrade voice band services.

7. PROVISIONING

7.1 Provisioning: **AMERITECH-WISCONSIN** will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based, HFPL, or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by **AMERITECH-WISCONSIN** beyond these parameters will be billed on a time and materials basis at the applicable tariffed rates. On loops where CLECs have requested that no conditioning be performed, **AMERITECH-WISCONSIN**'s maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at CLEC's request, **AMERITECH-WISCONSIN** will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design. For loops less than 12,000 feet, **AMERITECH-WISCONSIN** will remove load coils, repeaters, and excessive bridged tap at no charge to CLEC.

7.2 Subject to Section 6.4.4 above, CLEC shall designate, at the CLEC's sole option, what loop conditioning **AMERITECH-WISCONSIN** is to perform in provisioning the xDSL loop(s), subloop(s), or HFPL on the loop order. Conditioning may be ordered on loop(s), subloop(s), or HFPL of any length at the Loop conditioning rates set forth in the Appendix Pricing. The loop, subloop, or HFPL will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistive balance.

7.3 The provisioning intervals are applicable to every xDSL loop and HFPL regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals. If the parties cannot agree upon such intervals within a reasonable time, either party may invoke the dispute resolution procedures of the Agreement.

7.3.1 The provisioning and installation interval for xDSL-capable loops and HFPL, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide a DSL-capable loop or HFPL), on orders for 1-20 loops per order or per end-user location, will be 5 business days, or the provisioning and installation interval applicable to **AMERITECH-WISCONSIN**'s tariffed xDSL-based services, or its affiliate's, whichever is less.

7.3.2 The provisioning and installation intervals for xDSL-capable loops and HFPL where conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-20 loops per order or per end-user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to **AMERITECH-WISCONSIN**'s tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is less. For HFPL orders, intervals are contingent upon CLEC's end user customer release of the voice grade circuit during normal working hours. In the event the end user customer should require conditioning during non-working hours, the due date may be adjusted consistent with end user release of the voice grade circuit and out-of-hours charges may apply.

7.3.3 Orders to convert existing stand-alone DSL-capable UNE loops to line shared loops, regardless of quantity, will be handled as Special Projects. The interval for such conversions will be determined on a case-by-case basis and will be jointly agreed upon by the Parties.

7.3.4 Orders for more than 20 loops per order or per end user location, where no conditioning is requested will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. For HFPL orders, intervals are contingent upon end user release during normal working hours. In the event the CLEC's end user customers require conditioning during non-working hours, the due date may be adjusted consistent with end user release of circuit and out-of-hours charges may apply.

7.3.5 Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed by the parties in each instance.

7.3.6 Subsequent to the initial order for a xDSL capable loop, subloop, or HFPL additional conditioning may be requested on such loop(s) at the rates set forth in the Appendix Pricing and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending xDSL capable loop(s) order, no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard offered provisioning intervals. The provisioning interval for

additional requests for conditioning pursuant to this subsection will be the same as set forth above

7.3.7 The CLEC, at its sole option, may request shielded cabling between network elements and frames within the central office for use with 2-wire xDSL loop or HFPL when used to provision ADSL over a DSL-capable loop or HFPL provided for herein at the rates set forth in the Appendix Pricing. Tight Twist cross-connect wire will be used on all identified DSL services on all central office frames.

7.3.8 The provisioning and installation interval for xDSL-capable loops and HFPL, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide a DSL-capable loop or HFPL), on orders for 1-20 loops per order or per end-user location, will be 5 business days, or the provisioning and installation interval applicable to **AMERITECH-WISCONSIN**'s tariffed xDSL-based services, or its affiliate's, whichever is less.

8. TESTING

8.1 **AMERITECH-WISCONSIN** and the CLEC agree to implement Acceptance Testing during the provisioning cycle for xDSL loop delivery. When **AMERITECH-WISCONSIN** provides HFPL, continuity is generally assumed as **AMERITECH-WISCONSIN** retail POTS service is operating at the time of the order. Generally, **AMERITECH-WISCONSIN** would not dispatch to provision HFPL, thus would not have a technician at the customer site to perform an acceptance test. However, **AMERITECH-WISCONSIN** will perform the routine Line Sharing Turn-Up Testing prior to the completion of a HFPL order.

8.2 Should the CLEC desire Acceptance Testing, it shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Acceptance Testing will be conducted at the time of installation of the service request. All loops shall be tested to verify the absence of load coils, excessive bridge taps, foreign voltage, grounds or other elements that make the loop unsuitable.

8.2.1 If the LSR was placed without a request for Acceptance Testing, and the CLEC should determine that it is desired or needed during any subsequent phase of provisioning, the request may be added at any time; however, this may cause a new standard due date to be calculated for the service order.

8.3 Acceptance Testing Procedure:

8.3.1 Upon delivery of a loop to/for the CLEC, **AMERITECH-WISCONSIN**'s field technician will call the LOC and the LOC tester will call a toll free

number provided by the CLEC to initiate performance of a series of Acceptance Tests.

8.3.1.1 For 2-wire digital loops that are not provisioned through repeaters or digital loop carriers, the **AMERITECH- WISCONSIN** field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.

8.3.1.2 For 2-wire digital loops that are provisioned through repeaters or Digital Loop Carrier, the **AMERITECH-WISCONSIN** field technician will not perform a short or open circuit due to technical limitations.

8.3.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL loops, the CLEC will provide **AMERITECH-WISCONSIN** with a confirmation number and **AMERITECH-WISCONSIN** will complete the order. The CLEC will be billed for the Acceptance Test as specified below under Acceptance Testing Billing at the applicable rates as set forth in Appendix Pricing.

8.3.3 If the Acceptance Test fails loop Continuity Test parameters, as defined by this Appendix for DSL loops, the LOC technician will take any or all reasonable steps to immediately resolve the problem with the CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the CLEC representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, **AMERITECH-WISCONSIN** will re-contact the CLEC representative to repeat the Acceptance Test. When the aforementioned test parameters are met, the CLEC will provide **AMERITECH-WISCONSIN** with a confirmation number and **AMERITECH-WISCONSIN** will complete the order. If CLEC xDSL service does not function as desired, yet test parameters are met, **AMERITECH-WISCONSIN** will still close the order. **AMERITECH-WISCONSIN** will not complete an order that fails Acceptance Testing.

8.3.4 Until such time as the CLEC and **AMERITECH-WISCONSIN** agree, or industry standards establish, that their test equipment can accurately and consistently send signals through repeaters or Digital Loop Carriers, the CLEC agrees to accept 2-wire digital loops, designed with such reach extenders, without testing the complete circuit. Consequently, **AMERITECH-WISCONSIN** agrees that should the CLEC open a trouble ticket and an **AMERITECH-WISCONSIN** network fault be found by standard testing procedures on such a loop within ten (10) business days (in which it is determined by standard testing to be an **AMERITECH-**

WISCONSIN fault), **AMERITECH-WISCONSIN**, upon CLEC request, will adjust the CLEC's bill to refund the recurring charge of such a loop until the fault has been resolved and the trouble ticket is closed.

8.3.5 If a trouble ticket is opened on the loop within 24 hours and the trouble resulted from **AMERITECH-WISCONSIN** error as determined through standard testing procedures, the CLEC will be credited for the cost of the Acceptance Test. Additionally, the CLEC may request **AMERITECH-WISCONSIN** to re-perform the Acceptance Test at the conclusion of the repair phase again at no charge.

8.3.6 Both Parties declare they will work together, in good faith, to implement Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Appendix or any Public Utilities Commission or FCC ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any accepted changes in Acceptance Testing procedures require additional time and/or expense.

8.4 Acceptance Testing Billing

8.4.1 The CLEC will be billed for Acceptance Testing upon the effective date of this Appendix for loops that are installed correctly by the committed interval without the benefit of corrective action due to acceptance testing. In any calendar month after the first sixty (60) days of the agreement, the CLEC may indicate that it believes that **AMERITECH-WISCONSIN** is failing to install loops that are acceptable under the terms and definitions of this Appendix.

8.4.1.1 **AMERITECH-WISCONSIN** will perform an unbiased sampling of the CLEC's service orders by mutually acceptable sampling process. All data shall be available to CLEC for verification. If the sampling establishes that **AMERITECH-WISCONSIN** is correctly provisioning loops with continuity and ordered conditioning 90% of the time over any 2 month period of time, **AMERITECH-WISCONSIN** may continue charging for Acceptance Testing for all the same percentage of tests as shown by the sample. If the sampling results show that **AMERITECH-WISCONSIN** is not correctly provisioning loops 90% of the time, or greater, **AMERITECH-WISCONSIN** may then perform a comprehensive analysis of the population and will not charge for any tests until a 90% result is obtained over a two month period.

8.4.1.2 If the sampling results from Section 8.4.1.1 above show that **AMERITECH-WISCONSIN** is in non-compliance with the conditioning success rate, as defined in this Appendix, then the CLEC will not be billed for Acceptance Testing for the next sixty (60) days. When and if necessary, the Parties will negotiate, in good faith, to determine a mutually acceptable method for random sampling; however, orders placed within the first thirty (30) days of the CLEC's entry into any Metropolitan Statistical Area ("MSA") shall be excluded from any sampling population, whether random or comprehensive.

8.4.1.3 In any calendar month after the sixty (60) day no-charge period for Acceptance Testing, **AMERITECH-WISCONSIN** may request another random sampling of orders, using the mutually acceptable random sampling method, as negotiated in Section 8.4.1.2 above, be performed to determine whether **AMERITECH-WISCONSIN** can show compliance with the minimum success rates, as defined in Section 8.4.1.1 above. If the sampling result show **AMERITECH-WISCONSIN** is again in compliance, billing for Acceptance Testing shall resume.

8.4.1.4 Regardless of whether **AMERITECH-WISCONSIN** is in the period in which it may bill for Acceptance Testing, it will not bill for the Acceptance Testing for loop installs that did not pass the test parameters, as defined by this Appendix. **AMERITECH-WISCONSIN** will not bill for loop repairs when the repair resulted from an **AMERITECH-WISCONSIN** problem.

8.4.1.5 Beginning November 1, 2000, the **AMERITECH-WISCONSIN** delivery commitment, as defined by this Appendix in section 8.4.1.1, changes from 80% to 90%.

8.5 The charges for Acceptance Testing shall be as follows:

REGION	TARIFF	USOC	FIRST HALF HR./FRACTION**	ADDITIONAL **
Ameritech	FCC No. 2; Sec. 13.3.4 (C)(1)(a)	UBCX+	$40.92	$22.60

**Rates subject to tariff changes.

If requested by the CLEC, Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price.

8.6 Line Sharing Turn-Up Testing Procedures:

8.6.1 The Line Sharing Turn-Up Test will be performed only on HFPL orders. Line Sharing Turn-Up Test is comprised of several work steps to be completed by **AMERITECH-WISCONSIN**'s central office technician to ensure that no loads are present on the loop, cross-connects are verified, and the correct telephone number is verified on the cable pair leaving the central office.

8.6.2 Line Sharing Turn-Up Test will be completed by close of business one (1) day prior to due date.

8.6.3 Detailed procedures of this Line Sharing Turn-Up Test can be located in SBC's CLEC Handbook. CLECs will not be billed for the Line Sharing Turn-Up Test described in 8.6.1 above.

9. MAINTENANCE/SERVICE ASSURANCE

9.1 If requested by either Party, the parties will negotiate in good faith to arrive at terms and conditions for Acceptance Testing on repairs.

9.2 Narrowband/voice service: If the narrowband, or voice, portion of the loop becomes significantly degraded due to the broadband or high frequency portion of the loop, certain procedures as detailed below will be followed to restore the narrowband, or voice service. Should only the narrowband or voice service be reported as significantly degraded or out of service, **AMERITECH- WISCONSIN** shall repair the narrowband portion of the loop without disturbing the broadband portion of the loop if possible. In any case, **AMERITECH- WISCONSIN** shall attempt to notify the end user and CLEC for permission any time **AMERITECH-WISCONSIN** repair effort has the potential of affecting service on the broadband portion of the loop. **AMERITECH-WISCONSIN** may proceed with repair of the voice circuit if unable to reach end- user after a reasonable attempt has been made to do so. When connected facility assignment or additional point of termination (CFA/APOT) change is required due to trouble, the pair change will be completed during the standard offered repair interval.

9.3 **AMERITECH-WISCONSIN** will provide resolution of CLEC-referred trouble tickets for the HFPL in parity with repair intervals **AMERITECH-WISCONSIN** provides its advanced services affiliates for the HFPL.

9.3.1 If the CLEC opens a trouble ticket for the HFPL portion of the loop to **AMERITECH-WISCONSIN** and the problem is determined to be in the CLEC's network, the CLEC will pay **AMERITECH-WISCONSIN** the applicable commissioned-ordered tariffed rate for trouble isolation, maintenance, and repair (as specified in Section 8.5 above) upon closing the trouble ticket.

9.3.2 **AMERITECH-WISCONSIN**-owned line splitters:

9.3.2.1 **AMERITECH-WISCONSIN** will offer a 24-hour clearing time, excluding weekends and holidays, or parity with the repair intervals **AMERITECH-WISCONSIN** provides its advanced services affiliates, whichever is less, for trouble reports on the HFPL only referred by CLEC where the voice service has not been impacted after such trouble has been isolated to the **AMERITECH-WISCONSIN** central office.

9.3.3 CLEC-owned line splitters:

9.3.3.1 If **AMERITECH-WISCONSIN** isolates a trouble (causing significant degradation or out of service condition to the POTS service) caused by the CLEC data equipment or splitter, **AMERITECH-WISCONSIN** will notify the CLEC and request a trouble ticket and a committed restoration time from CLEC for clearing the reported trouble.

9.3.4 Either Party may offer the End User the option of restoring the POTS line if the End User is not satisfied with the repair interval provided by the CLEC. If the End User chooses to have the POTS line restored before the HFPL problem can be corrected and notifies either CLEC or **AMERITECH-WISCONSIN**, the contacted Party will notify the other and provide contact names prior to **AMERITECH-WISCONSIN** "cutting around" the POTS Splitter/DSLAM equipment to restore POTS.

9.3.5 When the CLEC resolves the trouble condition in its equipment, the CLEC will contact **AMERITECH-WISCONSIN** to restore the HFPL.

9.3.6 In the event the trouble is identified and corrected in the CLEC equipment, **AMERITECH-WISCONSIN** will charge the CLEC the applicable commissioned-ordered tariffed rate for trouble isolation, maintenance, and repair (as specified in Section 8.5 above) upon closing the trouble ticket.

9.4 Maintenance, other than assuring loop continuity and balance on unconditioned or partially conditioned loops greater than 12,000 feet, will only be provided on a time and material basis. On loops where CLEC has requested recommended conditioning not be performed, **AMERITECH-WISCONSIN**'s maintenance will be limited to verifying loop suitability for POTS. For loops having had partial or extensive conditioning performed at CLEC's request, **AMERITECH-WISCONSIN** will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any defects which would be unacceptable for POTS or which result from conditioning or other work performed by **AMERITECH-WISCONSIN**. For loops under 12,000 feet, **AMERITECH-WISCONSIN** will remove load coils, repeaters and excessive bridge tap at no charge.

9.5 An **AMERITECH-WISCONSIN** will provide CLECs access to its legacy Mechanized Loop Testing (MLT) system and its inherent testing functions. Prior to a CLEC utilizing MLT intrusive test scripts, the CLEC must have established data service on that loop and have specifically informed the customer that service testing will interrupt both the data and voice telephone services served by that line. CLEC may not perform intrusive testing without having first obtained the express permission of the end user customer and the name of the person providing such permission. CLEC shall make a note on the applicable screen space of the name of the end user customer providing permission for such testing before initializing any intrusive test or so note such information on the CLEC's trouble documentation for non-mechanized tests.

9.6 CLEC hereby agrees to assume any and all liability for any such intrusive testing it performs, including the payment of all costs associated with any damage, service interruption, or other telecommunications service degradation or damage to **AMERITECH-WISCONSIN** facilities and hereby agrees to release, defend and indemnify **AMERITECH-WISCONSIN**, and hold **AMERITECH-WISCONSIN** harmless, from any claims for loss or damages, made against **AMERITECH-WISCONSIN** by an end user customer, any telecommunications service provider or telecommunications user relating to such testing by CLEC.

9.7 **AMERITECH-WISCONSIN** will not guarantee that the local loop (s) ordered will perform as desired by CLEC for xDSL-based or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by **AMERITECH-WISCONSIN** beyond these parameters will be billed on time and material basis as set forth in the tariff rates listed above.

9.8 The CLEC shall not rearrange or modify the retail-POTS within its equipment in any way without first coordinating with **AMERITECH-WISCONSIN**.

10. SPECTRUM MANAGEMENT

10.1 CLEC will advise **AMERITECH-WISCONSIN** of the PSD mask approved or proposed by T1.E1 that reflect the service performance parameters of the technology to be used. The CLEC, at its option, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. At the time of ordering a xDSL-capable loop, CLEC will notify **AMERITECH-WISCONSIN** as to the type of PSD mask CLEC intends to use on the ordering form, and if and when a change in PSD mask is made, CLEC will notify **AMERITECH-WISCONSIN**. CLEC will abide by standards pertinent for the designated PSD mask type.

10.2 **AMERITECH-WISCONSIN** agrees that as a part of spectrum management, it will maintain an inventory of the existing services provisioned on the cable. **AMERITECH-WISCONSIN** may not segregate xDSL technologies into designated

binder groups without Commission review and approval, or approved industry standard. **AMERITECH-WISCONSIN** shall not deny CLEC a loop based upon spectrum management issues, subject to 10.3 below. In all cases, **AMERITECH-WISCONSIN** will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by a CLEC or by **AMERITECH-WISCONSIN**, as well as competitively neutral as between different xDSL services. Where disputes arise, **AMERITECH-WISCONSIN** and CLEC will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, **AMERITECH-WISCONSIN** will, upon request from a CLEC, disclose within 3-5 business days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved parties may examine the deployment of services within the affected loop plant.

10.3 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Appendix, **AMERITECH- WISCONSIN** and CLEC agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies.

10.4 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the Commission or FCC, then **AMERITECH-WISCONSIN** and/or CLEC must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

11. INTENTIONALLY OMITTED

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

12.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.